

City of Ladue **Emergency Debris Removal**



2/26/2021

DEPARTMENT OF PUBLIC WORKS

Scot Bollinger, Superintendent

9345 Clayton Road, Ladue, MO 63124
(314) 993-5665

NOTICE TO BIDDERS

The City of Ladue, Missouri is accepting bids on "Emergency Debris Removal".

Bids will be accepted at the City of Ladue Public Works Department located at 9345 Clayton Rd, St Louis, MO 63124 until 10:00 am. on Thursday March 18, 2021.

Bids shall be on the enclosed bid form and shall be signed by an authorized officer of the company. Bids shall be submitted in a sealed envelope with "Emergency Debris Removal" clearly marked on the outside.

Bids shall be on Tree & Equipment services that meets or exceeds all attached specifications. Alternate bids shall be clearly marked as such.

Bidders shall submit a listing of clients currently using their services in the St. Louis area. Product & Service information literature or other data deemed of interest to the City regarding the bid may be submitted in the sealed package.

Bids will be reviewed, and the firm or firms deemed in the best interest of the City of Ladue will be recommended to the City Council. The City does reserve the right to waive informalities, to reject any or all bids, and to award the bid in the City's best interest.

Questions regarding the bid should be submitted to Scot Bollinger at 314-993-5665 or by email sbollinger@cityofladue-mo.gov.

SCOPE OF WORK

The purpose of this bid package is to obtain on-call contractors to be utilized in the event there is an emergency, for debris removal from right-of-way or potentially from private property. There is no minimum guaranteed payment associated with this contract.

1. All bidders will be available during all emergency storms until debris has been removed and hauled away.
2. Bidders will supply a list of their employee's names along with their 10 hour OSHA training and give it to the City of Ladue prior to arriving on site.
3. Bidders will dump all loads of debris at the Ladue Mulch Site located at 9810 South Outer Forty Dr. at which time each load will be verified. The City of Ladue will not pay for any loads dumped elsewhere without prior approval from the City.

HOUSE BILL 1549 COMPLIANCE

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

OTHER RSMo REQUIREMENTS

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall under section 285.234, RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

CONTRACT BOND AND CERTIFICATES OF INSURANCE

While most of the remediation work will not involve "public works" as defined by Section 107.170, Contractor shall obtain and provide to the City a payment bond in accordance with Section 107.170 before starting any such work under the contract that involves 'public works' if the contract price is estimated to exceed \$50,000. Because this is an emergency contract and the price of the work will not be known until the Contractor is notified to begin work, the City agrees to pay the contractor the cost to obtain a payment bond when required by Section 107.170. The payment bond in compliance with Section 107.170 and an invoice for the same must be provided to the City before the City will reimburse the Contractor for such expense. The payment bond amount shall be in the amount equivalent to 1,000 cubic yards of debris removal at the unit cost included in the bid proposal.

The contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any persons due to the construction of the work, or by, or in consequence of any hazard, or of any negligence by the contractor or subcontractor, his agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by, or on account of any act or omission of the contractor or subcontractor, his employees, agents or assigns.

The contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amount not less than those specified below. The amounts of coverage required for public liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the City Director of Public Works determines that unusual or special risks revealed by the work so required and in such amounts as the City Director of Public Works may determine to be adequate, and without thereby limits the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at his cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the workmen's compensation act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City and their employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices for the various items of work and no additional payment will be made therefore.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workers' Compensation Insurance in full compliance with the Missouri Workers Compensation Act, and Employers Liability with limits of not less than \$1,000,000/\$1,000,000/\$1,000,000
2. Comprehensive General Liability
General Aggregate - \$2,865,330 single occurrence or accident - \$429,799 any one person in a single accident or occurrence
3. Comprehensive Automobile Liability
General Aggregate - \$2,865,330 single occurrence or accident
- \$429,799 any one person in a single accident or occurrence
4. Commercial Umbrella/Excess Liability
General Aggregate - \$1,000,000

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage. Nothing in this requirement or the Contract Documents shall be deemed a waiver of the City's sovereign immunity.

Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the City. Certificates of insurance sent to the City as evidence of insurance shall contain the following statements; and in the absence, the certificate will not be satisfactory to the City.

- (a) Insurance evidenced by this certificate will not be canceled or altered except 10 days after receipt by the City of Ladue, Missouri of written notice thereof.
- (b) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduit pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground, whether or not such injury is caused by and occurs during the use of mechanical equipment, for the purpose of grading of land, paving, backfilling, excavating, or drilling, or to injury to or destruction of property at any time resulting therefrom.
- (c) The insurance evidenced by this certificate expressly includes personal injury or death by injury to or destruction of any property arising out of blasting or explosion, or the collapse of or structural injury to any buildings or structures due to grading of land, excavation, burrowing, filling, backfilling, or tunneling.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the City.

PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable designated supervisor for each shift who shall have full authority to act for your company.

Any discrepancies or question pertaining to the extent of the work shall be submitted immediately to the Director of Public Works.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his/her work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default. If the Contractor and his/her surety after such notice, does not proceed to properly prosecute the work specified time frame, the City shall have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his/her surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his/her surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his/her liability as an independent contractor and, as such, he/she shall be solely responsible for the method, manner and means by which he/she shall perform his/her work, including, but not limited to supervision and control of his/her own personnel and he/she shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work. Scheduling will be directed by the City of Ladue.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he/she shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his/her own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all

Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

The Bid Documents Include:

- This Notice to Bidders
- Proposal (including required attachments, described below)
- Emergency Debris Removal Bid Sheet
- City-Contractor Agreement
- Payment Bond

The Bid Proposal shall be accompanied by the following:

1. Documentation showing the bidder's participation in a federal work authorization program, pursuant to Section 285.230 R.S.Mo. (submittal of the attached Affidavit and documentation shall satisfy this requirement).
2. Proof of lawful presence of the Authorized Representative of the Contractor, pursuant to Section 208.009 R.S.Mo. (submittal of the attached Affidavit shall satisfy this requirement).
3. Identification of the Subcontractors and Suppliers the bidder proposes to utilize, if any, in the performance of the Project.
4. As requested on the bid sheet, at least three (3) references regarding prior work of the bidder on public works contracts in Missouri.

NOTICE TO PROCEED

All required paperwork should be completed by the contractor within 10 days of the award of bid.

SCHEDULE

During an emergency event the contractor will be notified by the Director of Public Works or the Superintendent and required to start work within 2 hours. This agreement and pricing shall remain in effect for a period of 3 years with possible extensions if mutually agreed upon with renegotiated rates.

PAYMENT

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship and he/she shall remedy any defects due thereto and pay for any damage to other work.

PROPOSAL FOR
THE CITY OF LADUE
Emergency Debris Removal

Submitted by _____

To the City of
Ladue:

Pursuant to information in the Notice to Bidders, dated _____, the undersigned proposes to furnish all labor, materials, equipment and incidentals necessary to perform all work required by the City of Ladue in strict accordance with the Contract Documents, including such addenda as are acknowledged in this proposal.

The undersigned bidder declares that he/she has carefully examined the site of the work, are thoroughly familiar with the contract Documents, and are satisfied as to the conditions under which he/she will be obliged to operate in performing the work that will in any manner affect the cost of the work.

As full compensation for the performance of the work in the manner described, the undersigned agrees to accept payment on the basis of his/her bid.

Contractor shall obtain and provide to the City a payment bond in accordance with Section 107.170 before starting any such work under the contract that involves 'public works' if the contract price is estimated to exceed \$50,000.

The price on the attached Bid Form includes all costs for insurance, permits, inspection fees, and taxes, all of which are to be paid by the Contractor.

This proposal shall be binding on all heirs, administrators, executors, successors and assigns.

The undersigned agrees to cooperate with employees of the City or other parties that may be engaged in work at the site from time to time during the contract period.

CONTRACTOR _____
BY _____
Company Name
Authorized Representative
Title

CITY OF LADUE
Emergency Debris Removal Bid Sheet

1. All work shall be bid on a cubic yard basis and will include the following.

Cubic Yards	0-100	100-500	501-1000	1001-2000
Mon-Fri 7:00: am – 3:30 pm	\$_____	\$_____	\$_____	\$_____
Overtime hours	\$_____	\$_____	\$_____	\$_____
Holidays	\$_____	\$_____	\$_____	\$_____

Cubic yard rates shall include, but not limited to the potential use of the following:

- a) Manpower
- b) Trucks with chipper boxes
- c) Trucks with bucket lifts
- d) Chippers
- e) Crane
- d) All traffic control signs and flagmen as per MUTCD

2. Size of chippers and horsepower

3. Size of trucks (cu yd capacity)

4. Size of crane truck

Bidder Information

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Signature _____ Date _____

Note: The above prices shall be guaranteed for 3 years after the contract award however contract may be extended if mutually agreed upon with renegotiated rates.

References

List 3 entities with contact names for projects done within the last 2 years.

Company/Municipality	Address	Phone	Contact Name
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CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement" or "City-Contractor Agreement"), is made and entered into as of this _____ day of _____, 20____, by and between _____ a _____ having a principal office at _____ (the "Contractor"), and the City of Ladue, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

A. In response to the City requesting bid proposals for *Emergency Debris Removal* (the "Work"), the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the services in accordance with the Notice to Bidders and Emergency Debris Removal (the "Work").

B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** The entire agreement between the parties shall consist of this Executed City-Contractor Agreement and, without limitation, the following documents:

- Notice to Bidders
- Proposal (executed by Contractor)
- Emergency Debris Removal Bid Sheet (executed by Contractor)
- Payment Bond (executed by Contractor and surety if necessary)
- Notice of Award (issued by City and receipt acknowledged by Contractor)
- Notice to Proceed (issued by City and receipt acknowledged by Contractor)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid proposals, any duly-issued Modifications (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). Unless otherwise stated, to the extent that any terms or provisions within Contractor's Proposal conflicts with the terms or provisions within the City-Contractor Agreement or Notice to Bidders, such terms and provisions within the City-Contractor Agreement or Notice to Bidders shall prevail.

2. **The Work/Contract Sum.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed. The Contract Sum is \$ _____ See Bid Sheet _____, which includes all compensation to Contractor due for the Work. Any additional Work not within the Bid Sheet that is hereinafter approved by the City in writing pursuant shall be completed for the unit prices set forth in the Contract Documents, if applicable.

3. **Time of Completion.** Contractor shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress

and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Indemnification, Insurance and Bonds.** Contractor agrees to and shall provide the required bonds and insurance as specified in the Notice to Bidders. Contractor also agrees to indemnify and hold the City harmless as agreed to in the Notice to Bidders

5. **Attorney Fees' and Costs.** The Contractor shall reimburse to the City any costs and attorneys' fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Contractor's breach of the Agreement, the Contractor's failure to perform any obligation or requirement contained herein, or the City's enforcement of this Agreement.

6. **Compliance with Federal, State, and Local Law.** The Contractor shall comply with all applicable federal, state and local law requirements for performance under this Agreement. Contractor shall comply with Section 34.353 RSMo. to the extent applicable to this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

7. **Required OSHA Training.** Pursuant to Section 292.675 RSMo., Contractor shall require all on-site employees to complete the ten-hour training program as required under Subsection 292.675.2 RSMo. This program shall be provided by Contractor and shall be a ten-hour Occupational Safety and Health Administration ("OSHA") construction safety program for Contractor's on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations ("MoDOLIR") which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall further require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors' on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

Notice is hereby given to Contractor that it shall be subject to the penalties set forth in Subsection 292.675.4 RSMo. and such penalties shall be forfeited to the City pursuant to such Subsection. MoDOLIR shall investigate any claim of violation of Section 292.675 RSMo. Upon City's receipt of notification from MoDOLIR of violations of 292.675 by Contractor and a determination by MoDOLIR that penalties shall be assessed for such violations, the City shall withhold and retain from the contract all sums and amounts due and owing to the City as a result of any violation of Section 292.675 RSMo. All words in this paragraph shall have the definitions as provided in Section 292.675.1 RSMo.

8. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the General Conditions.

9. **Other Representations, Warranties, and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such Work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City.

10. **Independent Contractor.** The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

11. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in a writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

12. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

13. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

14. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

15. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

16. **Contract Term.** This agreement and pricing shall remain in effect for a period of 3 years with possible extensions if mutually agreed upon with renegotiated rates.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

CITY OF LADUE, MISSOURI

Name

Mayor

Address

Attested

City, State, Zip

Date

PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____
Principal and Address

_____, as Principal, and _____
Surety and Address

as Surety, are held and firmly bond unto City of Ladue, Missouri, hereinafter called Obligee, in the amount of \$ _____, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees and assigns firmly by these present.

WHEREAS, the Principal has entered into a contract with Obligee for _____
describe briefly
_____; and

WHEREAS, the Obligee requires that Principal enter into a surety bond satisfying the terms of Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

By _____

SURETY

By _____

(ACKNOWLEDGEMENT FOR PRINCIPAL)
(ACKNOWLEDGEMENT AND POWER OF ATTORNEY FOR SURETY)

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ ("Company") is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of _____ and
any incidental items associated with this work for the duration of the contract, if awarded, in accordance
with
Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company does not and will not
knowingly employ a person who is an unauthorized alien in connection with the contracted services
for the duration of the contract, if awarded. Attached to this affidavit is documentation of the
Company's participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).

Signature (person with authority)

Printed Name _____

Title _____

Date _____

State of Missouri)
County of _____)
ss.

Subscribed and sworn to before me this _____ day of _____, 2021